THE HON'BLE SRI JUSTICE V. ESWARAIAH

WRIT PETITION No.25168 of 2005

Date: 20.04.2007

Between:

Dr. Nooruddin Ahmd Faruqi, S/o Late Mulehuddin, Ahmed Faruqi, aged about 63 years.

…..Petitioner

and

Government of Andhra Pradesh rep. By Principal Secretary for Home, Secretariat Buildings, Saifabad, Hyderabad and two others

….Respondents

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O R D E R:

It is not in dispute that the petitioner is the owner of the premises bearing Flat No. 703, Minar Apartments, Dcccan Towers, Basheerbagh, Hyderabad, which has been purchased in the year 1977 from Hyderabad Builders. It is stated that the said property was given on rent to one Sri Brijlani, who was in use and occupation of the premises as a tenant from 1979 to 1981 and thereafter, the said Brijlani vacated the said premises and again let out to one Roopchand Pardesi in the year 1981. While so, it is stated that the said Roochand Pardesi barrowed certain amounts from different persons and one of such persons from whom, the money was borrowed viz., Smt. Indira Pratap Singh lodged a complaint with Saifabad Police, stating that she has invested an amount of Rs. 1.15 lakhs with Pardesi Group of one Roopchand Pardesi, who is a tenant in respect of the said premises. Based on the said complaint Crime Nos. 481 of 1999 and 482 of 1999 were registered and later transferred to CCS for further investigation. It is stated that the Inspector of Plice, WCO Team-II of CCS, recorded the statements of other investors of Pardesi Group of Finance and also received, as many as 1354 complaints, which include complaints

pertaining to Saifabad P.S against Pardesi Group. The total amount involved is Rs. 22,12,66,478/- and about 1951 investors, who invested a sum of Rs. 35.35 crores. A case was also registered against Roopchand Pardesi and therefore, the provisions of Section 5 of A.P. Protection of Depositors and Financial Establishments Act 1999, (hereinafter called as 'the Act') was invoked. As no immovable properties found from Roopchand Pardesi, the movable properties viz., one Fiat Car bearing No. AIU 5733, Bajaj Super Scooter bearing No. AHY 1162 and furniture of Roopechand Pardesi at his Office at flat No. 703, Minar Apartments, Deccan Towers, Basheerbagh, were seized and kept in the said apartment under lock and seal.

It is stated that the Government ordered attachment of movable property of Roopchand Pardesi group situated in the said premises but not the premises itself.

A counter also has been filed stating that no order has been passed by the Government to attach the said flat of the petitioner, but only ordered to attach the movable properties of the said Roopchand Pardesi.

Admittedly, the said premises belongs to the petitioner and the Government has not passed any orders under Section 3 of the said Act, 1999, granting ad interim attachment of the movable properties. Under the A.P. Protection of Depositors of Financial Establishments Act and Rules 1999, it is open for the Government, if the Government is satisfied that any financial establishment is not likely to return the deposit in cash or kind of its nature or in any other manner agreed upon, it is open for the Government in order to protect the depositors, to pass ad-interim attachment and entrust the same to exercise control over the properties attached under Section 3 to the Competent Authority. The Competent Authority in the twin cities of Hyderabad is the Commissioner of City Police. If any person aggrieved by the ad-interim attachment, it is for him to approach the Civil Court, under

Section 6 of the said Act, to furnish security and to raise ad-interim attachment. In the instant case, admittedly, immovable property of the petitioner was not at all attached, therefore, the action of the respondents in seizing the furniture and keeping the same in the apartment under lock and seal, is illegal and unsustainable.

In the absence of any proceedings taken by the said Roopchand Pardesi, it is for the Commissioner of City Police to dispose of the same in accordance with the provisions of the said Act, but under the guise of keeping the movable properties in the flat of the petitioner, the right of the petitioner to enjoy the said property cannot be deprived.

Having regard to the facts and circumstances, the respondents are directed to take away the movable properties kept in the flat of the petitioner and handover the said property to the petitioner forthwith preferably within a period of two weeks from the date of receipt of a copy of this order.

Accordingly, the Writ Petition is disposed of. No order as to costs.

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V. ESWARAIAH, J

20TH APRIL, 2007.
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